

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA

CHAPTER 13 PLAN
AND RELATED MOTIONS

Name of Debtor(s): **Sean Lydell Edwards**
Tara Taylor Edwards

Case No: **17-34467-KRH**

This plan, dated **September 11, 2017**, is:

- ☒ the *first* Chapter 13 plan filed in this case.
☐ a modified Plan, which replaces the
☐ confirmed or ☐ unconfirmed Plan dated .

Date and Time of Modified Plan Confirming Hearing:

Place of Modified Plan Confirmation Hearing:

The Plan provisions modified by this filing are:

Creditors affected by this modification are:

NOTICE: YOUR RIGHTS WILL BE AFFECTED. You should read these papers carefully. If you oppose any provision of this Plan, or if you oppose any included motions to (i) value collateral, (ii) avoid liens, or (iii) assume or reject unexpired leases or executory contracts, you MUST file a timely written objection.

This Plan may be confirmed and become binding, and the included motions in paragraphs 3, 6, and 7 to value collateral, avoid liens, and assume or reject unexpired leases or executory contracts may be granted, without further notice or hearing unless a written objection is filed not later than seven (7) days prior to the date set for the confirmation hearing and the objecting party appears at the confirmation hearing. If no objections are timely filed, a confirmation hearing will NOT be held.

The debtor(s)' schedules list assets and liabilities as follows:

Total Assets: **\$354,345.63**
Total Non-Priority Unsecured Debt: **\$367,630.04**
Total Priority Debt: **\$0.00**
Total Secured Debt: **\$310,550.82**

1. **Funding of Plan.** The debtor(s) propose to pay the trustee the sum of **\$1,530.00 Monthly for 60 months**. Other payments to the Trustee are as follows: NONE. The total amount to be paid into the plan is \$ 91,800.00.

2. **Priority Creditors.** The Trustee shall pay allowed priority claims in full unless the creditor agrees otherwise.

A. Administrative Claims under 11 U.S.C. § 1326.

1. The Trustee will be paid the percentage fee fixed under 28 U.S.C. § 586(e), not to exceed 10%, of all sums disbursed except for funds returned to the debtor(s).
2. Debtor(s)' attorney will be paid \$ 4,651.00 balance due of the total fee of \$ 5,151.00 concurrently with or prior to the payments to remaining creditors.

B. Claims under 11 U.S.C. § 507.

The following priority creditors will be paid by deferred cash payments pro rata with other priority creditors or in monthly installments as below, except that allowed claims pursuant to 11 U.S.C. § 507(a)(1) will be paid prior to other priority creditors but concurrently with administrative claims above:

<u>Creditor</u>	<u>Type of Priority</u>	<u>Estimated Claim</u>	<u>Payment and Term</u>
-NONE-			

3. **Secured Creditors: Motions to Value Collateral ("Cramdown"), Collateral being Surrendered, Adequate Protection Payments, and Payment of certain Secured Claims.**

A. Motions to Value Collateral (other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) or by the final paragraph of 11 U.S.C. § 1325(a)). Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion to value collateral as set forth herein.

This section deals with valuation of certain claims secured by real and/or personal property, other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) [real estate which is debtor(s)' principal residence] or by the final paragraph of 11 U.S.C. § 1325(a) [motor vehicles purchased within 910 days or any other thing of value purchased within 1 year before filing bankruptcy], in which the replacement value is asserted to be less than the amount owing on the debt. **Such debts will be treated as secured claims only to the extent of the replacement value of the collateral. That value will be paid with interest as provided in sub-section D of this section. You must refer to section 3(D) below to determine the interest rate, monthly payment and estimated term of repayment of any "crammed down" loan. The deficiency balance owed on such a loan will be treated as an unsecured claim to be paid only to the extent provided in section 4 of the Plan.**

The following secured claims are to be "crammed down" to the following values:

<u>Creditor</u>	<u>Collateral</u>	<u>Purchase Date</u>	<u>Est Debt Bal.</u>	<u>Replacement Value</u>
CALL Federal Credit Union	2002 GMC Envoy 238000 miles		500.00	6,810.44
CALL Federal Credit Union	2002 GMC Envoy 238000 miles	2008	1,414.56	8,225.00
ISPC	Water Treatment System	06/2016	7,437.00	1,000.00
Navy Federal Credit Union	2006 Lexus GS430 132000 miles	04/2016	5,632.00	0.00
QVC	Television	04/2016	245.52	200.00
Synchrony Bank	TV Stand & Loft Couch	04/2016	1,324.95	1,000.00
Synchrony Bank	Living Room Set	04/2016	1,631.00	1,000.00
United Consumer Financial Serv	Kirby Vacuum	2016	2,695.12	200.00

B. Real or Personal Property to be Surrendered.

Upon confirmation of the Plan, or before, the debtor(s) will surrender his/her/their interest in the collateral securing the claims of the following creditors in satisfaction of the secured portion of such creditors' allowed claims. To the extent that the collateral does not satisfy the claim, any timely filed deficiency claim to which the creditor is entitled may be paid as a non-priority unsecured claim. Confirmation of the Plan shall terminate the automatic stay as to the interest of the debtor(s) and the estate in the collateral.

<u>Creditor</u>	<u>Collateral Description</u>	<u>Estimated Value</u>	<u>Estimated Total Claim</u>
-NONE-			

C. Adequate Protection Payments.

The debtor(s) propose to make adequate protection payments required by 11 U.S.C. § 1326(a) or otherwise upon claims secured by personal property, until the commencement of payments provided for in sections 3(D) and/or 6(B) of the Plan, as follows:

<u>Creditor</u>	<u>Collateral Description</u>	<u>Adeq. Protection Monthly Payment</u>	<u>To Be Paid By</u>
Navy Federal Credit Union	2006 Lexus GS430 132000 miles Motor Vehicle	80.00	Trustee
Toyota Financial Services	2016 Toyota Sienna 22000 miles Motor Vehicle	215.00	Trustee
CALL Federal Credit Union	2002 GMC Envoy 238000 miles	15.00	Trustee
ISPC	Water Treatment System	5.00	Trustee
QVC	Television	5.00	Trustee
Synchrony Bank	TV Stand & Loft Couch	5.00	Trustee
Synchrony Bank	Living Room Set	5.00	Trustee
United Consumer Financial Serv	Kirby Vacuum	10.00	Trustee

Any adequate protection payment upon an unexpired lease of personal property assumed by the debtor(s) pursuant to section 6(B) of the Plan shall be made by the debtor(s) as required by 11 U.S.C. § 1326(a)(1)(B) (payments coming due after the order for relief).

D. Payment of Secured Claims on Property Being Retained (except only those loans provided for in section 5 of the Plan):

This section deals with payment of debts secured by real and/or personal property [including short term obligations, judgments, tax liens and other secured debts]. After confirmation of the Plan, the Trustee will pay to the holder of each allowed secured claim, which will be either the balance owed on the indebtedness or, where applicable, the collateral's replacement value as specified in sub-section A of this section, **whichever is less**, with interest at the rate provided below, the monthly payment specified below until the amount of the secured claim has been paid in full. **Upon confirmation of the Plan, the valuation and interest rate shown below will be binding unless a timely written objection to confirmation is filed with and sustained by the Court.**

<u>Creditor</u>	<u>Collateral</u>	<u>Approx. Bal. of Debt or "Crammed Down" Value</u>	<u>Interest Rate</u>	<u>Monthly Paymt & Est. Term**</u>
Navy Federal Credit Union	2006 Lexus GS430 132000 miles Motor Vehicle	16,631.14	5.25%	340.88 55 months
Toyota Financial Services	2016 Toyota Sienna 22000 miles Motor Vehicle	42,328.91	5.25%	853.89 56 months
CALL Federal Credit Union	2002 GMC Envoy 238000 miles	500.00	5.25%	15.04 36 months
CALL Federal Credit Union	2002 GMC Envoy 238000 miles	1,414.56	5.25%	42.55 36 months
ISPC	Water Treatment System	1,000.00	5.25%	43.98 24 months
Navy Federal Credit Union	2006 Lexus GS430 132000 miles Motor Vehicle	0.00	0%	0.00 0 months
QVC	Television	200.00	5.25%	8.80 24 months

<u>Creditor</u>	<u>Collateral</u>	<u>Approx. Bal. of Debt or "Crammed Down" Value</u>	<u>Interest Rate</u>	<u>Monthly Paymt & Est. Term**</u>
Synchrony Bank	TV Stand & Loft Couch	1,000.00	5.25%	30.08 36 months
Synchrony Bank	Living Room Set	1,000.00	5.25%	30.08 36 months
United Consumer Financial Serv	Kirby Vacuum	200.00	5.25%	8.80 24 months

E. Other Debts.

Debts which are (i) mortgage loans secured by real estate which is the debtor(s)' primary residence, or (ii) other long term obligations, whether secured or unsecured, to be continued upon the existing contract terms with any existing default in payments to be cured pursuant to 11 U.S.C. § 1322(b)(5), are provided for in section 5 of the Plan.

4. Unsecured Claims.

A. Not separately classified. Allowed non-priority unsecured claims shall be paid pro rata from any distribution remaining after disbursement to allowed secured and priority claims. Estimated distribution is approximately 1 %. The dividend percentage may vary depending on actual claims filed. If this case were liquidated under Chapter 7, the debtor(s) estimate that unsecured creditors would receive a dividend of approximately 0 %.

B. Separately classified unsecured claims.

<u>Creditor</u>	<u>Basis for Classification</u>	<u>Treatment</u>
-NONE-		

5. Mortgage Loans Secured by Real Property Constituting the Debtor(s)' Primary Residence; Other Long Term Payment Obligations, whether secured or unsecured, to be continued upon existing contract terms; Curing of any existing default under 11 U.S.C. § 1322(b)(5).

A. Debtor(s) to make regular contract payments; arrears, if any, to be paid by Trustee. The creditors listed below will be paid by the debtor(s) pursuant to the contract without modification, except that arrearages, if any, will be paid by the Trustee either pro rata with other secured claims or on a fixed monthly basis as indicated below, without interest unless an interest rate is designated below for interest to be paid on the arrearage claim and such interest is provided for in the loan agreement.

<u>Creditor</u>	<u>Collateral</u>	<u>Regular Contract Payment</u>	<u>Estimated Arrearage</u>	<u>Arrearage Interest Rate</u>	<u>Estimated Cure Period</u>	<u>Monthly Arrearage Payment</u>
Kirkland Financial	6042 Regal Crest Drive Chesterfield, VA 23832 Chesterfield County Primary Residence	1,695.67	4,000.00	0%	10 months	Prorata

B. Trustee to make contract payments and cure arrears, if any. The Trustee shall pay the creditors listed below the regular contract monthly payments that come due during the period of this Plan, and pre-petition arrearages on such debts shall be cured by the Trustee either pro rata with other secured claims or with monthly payments as set forth below.

<u>Creditor</u>	<u>Collateral</u>	<u>Regular Contract Payment</u>	<u>Estimated Arrearage</u>	<u>Interest Rate</u>	<u>Term for Arrearage</u>	<u>Monthly Arrearage Payment</u>
-NONE-						

- C. **Restructured Mortgage Loans to be paid fully during term of Plan.** Any mortgage loan against real estate constituting the debtor(s)' principal residence upon which the last scheduled contract payment is due before the final payment under the Plan is due shall be paid by the Trustee during the term of the Plan as permitted by 11 U.S.C. § 1322(c)(2) with interest at the rate specified below as follows:

<u>Creditor</u>	<u>Collateral</u>	<u>Interest Rate</u>	<u>Estimated Claim</u>	<u>Monthly Paymt& Est. Term**</u>
-NONE-				

6. **Unexpired Leases and Executory Contracts.** The debtor(s) move for assumption or rejection of the executory contracts and leases listed below.

- A. **Executory contracts and unexpired leases to be rejected.** The debtor(s) reject the following executory contracts.

<u>Creditor</u>	<u>Type of Contract</u>
-NONE-	

- B. **Executory contracts and unexpired leases to be assumed.** The debtor(s) assume the following executory contracts. The debtor agrees to abide by all terms of the agreement. The Trustee will pay the pre-petition arrearages, if any, through payments made pro rata with other priority claims or on a fixed monthly basis as indicated below.

<u>Creditor</u>	<u>Type of Contract</u>	<u>Arrearage</u>	<u>Monthly Payment for Arrears</u>	<u>Estimated Cure Period</u>
Progressive Leasing	Agreement, Contract: Assume	0.00		0 months

7. **Liens Which Debtor(s) Seek to Avoid.**

- A. **The debtor(s) move to avoid liens pursuant to 11 U.S.C. § 522(f).** The debtor(s) move to avoid the following judicial liens and non-possessory, non-purchase money liens that impair the debtor(s)' exemptions. **Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion and cancel the creditor's lien.** If an objection is filed, the Court will hear evidence and rule on the motion at the confirmation hearing.

<u>Creditor</u>	<u>Collateral</u>	<u>Exemption Amount</u>	<u>Value of Collateral</u>
-NONE-			

- B. **Avoidance of security interests or liens on grounds other than 11 U.S.C. § 522(f).** The debtor(s) have filed or will file and serve separate pleadings to avoid the following liens or security interests. The creditor should review the notice or summons accompanying such pleadings as to the requirements for opposing such relief. The listing here is for information purposes only.

<u>Creditor</u>	<u>Type of Lien</u>	<u>Description of Collateral</u>	<u>Basis for Avoidance</u>
-NONE-			

8. **Treatment and Payment of Claims.**

- All creditors must timely file a proof of claim to receive payment from the Trustee.
- If a claim is scheduled as unsecured and the creditor files a claim alleging the claim is secured but does not timely object to confirmation of the Plan, the creditor may be treated as unsecured for purposes of distribution under the Plan. This paragraph does not limit the right of the creditor to enforce its lien, to the extent not avoided or provided for in this case, after the debtor(s) receive a discharge.
- If a claim is listed in the plan as secured and the creditor files a proof of claim alleging the claim is unsecured, the creditor will be treated as unsecured for purposes of distribution under the Plan.
- The Trustee may adjust the monthly disbursement amount as needed to pay an allowed secured claim in full.

9. **Vesting of Property of the Estate.** Property of the estate shall revert in the debtor(s) upon confirmation of the Plan. Notwithstanding such vesting, the debtor(s) may not sell, refinance, encumber real property or enter into a mortgage loan modification without approval of the Court after notice to the Trustee, any creditor who has filed a request for notice and other creditors to the extent required by the Local Rules of this Court.
10. **Incurrence of indebtedness.** The debtor(s) shall not voluntarily incur additional indebtedness exceeding the cumulative total of \$5,000 principal amount during the term of this Plan, either unsecured or secured against personal property, except upon approval of the Court after notice to the Trustee, any creditor who has filed a request for notice, and other creditors to the extent required by the Local Rules of this Court.
11. **Other provisions of this plan:**
- I. **Payment of Adequate Protection**
- All adequate protection payments set forth in Section 3.C are to be paid through the Trustee.
 - The Debtors shall pay regular post-petition contract payments to the creditors listed in Section 5.A., and such payments shall also constitute adequate protection payments to such creditors. Accordingly, the Trustee shall not pay adequate protection payments to creditors listed in Section 5.A.
 - No adequate protection payments are to be paid to any creditors unless the Plan provides for the payment of adequate protection of such claim(s) through the Trustee in Section 3.C. or directly by the Debtors in Section 5.A., or unless the Court orders otherwise.
- II. Upon determination of the value of the cause(s) of action against CashNetUSA and/or CNU of Kansas, LLC. Debtor(s) shall amend the Schedules to accurately reflect the value, if any. Upon receipt of proceeds, if any, from the liquidation of the cause(s) of action, Debtor(s) shall pay any non-exempt proceeds to the Trustee as additional plan funding.

Signatures:

Dated: September 11, 2017

/s/ Sean Lydell Edwards
Sean Lydell Edwards
Debtor

/s/ Veronica D. Brown-Moseley VSB
Veronica D. Brown-Moseley VSB 87348
Debtor's Attorney

/s/ Tara Taylor Edwards
Tara Taylor Edwards
Joint Debtor

Exhibits: **Copy of Debtor(s)' Budget (Schedules I and J);
Matrix of Parties Served with Plan**

Certificate of Service

I certify that on September 11, 2017, I mailed a copy of the foregoing to the creditors and parties in interest on the attached Service List.

/s/ Veronica D. Brown-Moseley VSB
Veronica D. Brown-Moseley VSB 87348
Signature

P. O. Box 11588
Richmond, VA 23230
Address

(804) 358-9900
Telephone No.

Ver. 09/17/09 [effective 12/01/09]

United States Bankruptcy Court
Eastern District of Virginia

In re **Sean Lydell Edwards**
Tara Taylor Edwards

Debtor(s)

Case No. **17-34467-KRH**
Chapter **13**

SPECIAL NOTICE TO SECURED CREDITOR

To: **The Independent Savings Plan Company; Michael D. Ginsbert, Reg. Agent**
1115 Gunn Highway, Ste 100; Odessa, FL 33556

Name of creditor

Water Treatment System

Description of collateral

1. The attached chapter 13 plan filed by the debtor(s) proposes (*check one*):

- ☒ To value your collateral. *See Section 3 of the plan.* Your lien will be limited to the value of the collateral, and any amount you are owed above the value of the collateral will be treated as an unsecured claim.
- ☐ To cancel or reduce a judgment lien or a non-purchase money, non-possessory security interest you hold. *See Section 7 of the plan.* All or a portion of the amount you are owed will be treated as an unsecured claim.

2. *You should read the attached plan carefully for the details of how your claim is treated.* The plan may be confirmed, and the proposed relief granted, unless you file and serve a written objection by the date specified and appear at the confirmation hearing. A copy of the objection must be served on the debtor(s), their attorney, and the chapter 13 trustee.

Date objection due: **No later than 7 days prior to 11/21/2017**
Date and time of confirmation hearing: **11/21/2017 at 11:10 AM**
Place of confirmation hearing: **701 E. Broad St., Room 5000, Richmond, VA**

Sean Lydell Edwards
Tara Taylor Edwards
Name(s) of debtor(s)

By: **/s/ Veronica D. Brown-Moseley VSB**
Veronica D. Brown-Moseley VSB 87348
Signature

☒ Debtor(s)' Attorney
☐ Pro se debtor

Veronica D. Brown-Moseley VSB 87348
Name of attorney for debtor(s)
P. O. Box 11588
Richmond, VA 23230
Address of attorney [or pro se debtor]

Tel. # **(804) 358-9900**
Fax # **(804) 358-8704**

CERTIFICATE OF SERVICE

I hereby certify that true copies of the foregoing Notice and attached Chapter 13 Plan and Related Motions were served upon the creditor noted above by

☒ first class mail in conformity with the requirements of Rule 7004(b), Fed.R.Bankr.P; or

☐ certified mail in conformity with the requirements of Rule 7004(h), Fed.R.Bankr.P

on this September 11, 2017 .

/s/ Veronica D. Brown-Moseley VSB
Veronica D. Brown-Moseley VSB 87348
Signature of attorney for debtor(s)

Ver. 09/17/09 [effective 12/01/09]

United States Bankruptcy Court
Eastern District of Virginia

In re **Sean Lydell Edwards**
Tara Taylor Edwards

Debtor(s)

Case No. **17-34467-KRH**
Chapter **13**

SPECIAL NOTICE TO SECURED CREDITOR

To: **Navy Federal Credit Union; James Dawson, Manager/CEO**
820 Follin Lane; Vienna, VA 22180

Name of creditor

2006 Lexus GS430 132000 miles
Motor Vehicle

Description of collateral

1. The attached chapter 13 plan filed by the debtor(s) proposes (*check one*):

- ☒ To value your collateral. *See Section 3 of the plan.* Your lien will be limited to the value of the collateral, and any amount you are owed above the value of the collateral will be treated as an unsecured claim.
- ☐ To cancel or reduce a judgment lien or a non-purchase money, non-possessory security interest you hold. *See Section 7 of the plan.* All or a portion of the amount you are owed will be treated as an unsecured claim.

2. *You should read the attached plan carefully for the details of how your claim is treated.* The plan may be confirmed, and the proposed relief granted, unless you file and serve a written objection by the date specified and appear at the confirmation hearing. A copy of the objection must be served on the debtor(s), their attorney, and the chapter 13 trustee.

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Sean Lydell Edwards
Tara Taylor Edwards
Name(s) of debtor(s)

By: /s/ Veronica D. Brown-Moseley VSB
Veronica D. Brown-Moseley VSB 87348
Signature

- ☒ Debtor(s)' Attorney
☐ Pro se debtor

Veronica D. Brown-Moseley VSB 87348
Name of attorney for debtor(s)
P. O. Box 11588
Richmond, VA 23230
Address of attorney [or pro se debtor]

Tel. # (804) 358-9900
Fax # (804) 358-8704

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on this September 11, 2017 .

/s/ Veronica D. Brown-Moseley VSB
Veronica D. Brown-Moseley VSB 87348
Signature of attorney for debtor(s)

Ver. 09/17/09 [effective 12/01/09]

United States Bankruptcy Court
Eastern District of Virginia

In re **Sean Lydell Edwards**
Tara Taylor Edwards

Debtor(s)

Case No. **17-34467-KRH**
Chapter **13**

SPECIAL NOTICE TO SECURED CREDITOR

To: **QVC Chesapeake, Inc.; Corporation Service Co., Reg. Agent**
Bank of America Center, 16th Floor; 1111 East Main Street; Richmond, VA 23219
Name of creditor

Television
Description of collateral

1. The attached chapter 13 plan filed by the debtor(s) proposes (*check one*):

- ☒ To value your collateral. *See Section 3 of the plan.* Your lien will be limited to the value of the collateral, and any amount you are owed above the value of the collateral will be treated as an unsecured claim.
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Sean Lydell Edwards
Tara Taylor Edwards
Name(s) of debtor(s)

By: **/s/ Veronica D. Brown-Moseley VSB**
Veronica D. Brown-Moseley VSB 87348
Signature

☒ Debtor(s)' Attorney
☐ Pro se debtor

Veronica D. Brown-Moseley VSB 87348
Name of attorney for debtor(s)
P. O. Box 11588
Richmond, VA 23230
Address of attorney [or pro se debtor]

Tel. # **(804) 358-9900**
Fax # **(804) 358-8704**

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on this September 11, 2017 .

/s/ Veronica D. Brown-Moseley VSB
Veronica D. Brown-Moseley VSB 87348
Signature of attorney for debtor(s)

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United States Bankruptcy Court
Eastern District of Virginia

In re **Sean Lydell Edwards**
Tara Taylor Edwards

Debtor(s)

Case No. **17-34467-KRH**
Chapter **13**

SPECIAL NOTICE TO SECURED CREDITOR

To: **Synchrony Bank; Margaret M. Keane, CEO/President**
170 West Election Road, Ste 125; Draper, UT 84020

Name of creditor

TV Stand & Loft Couch

Description of collateral

1. The attached chapter 13 plan filed by the debtor(s) proposes (*check one*):

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Sean Lydell Edwards
Tara Taylor Edwards
Name(s) of debtor(s)

By: **/s/ Veronica D. Brown-Moseley VSB**
Veronica D. Brown-Moseley VSB 87348
Signature

☒ Debtor(s)' Attorney
☐ Pro se debtor

Veronica D. Brown-Moseley VSB 87348
Name of attorney for debtor(s)
P. O. Box 11588
Richmond, VA 23230
Address of attorney [or pro se debtor]

Tel. # **(804) 358-9900**
Fax # **(804) 358-8704**

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☒ certified mail in conformity with the requirements of Rule 7004(h), Fed.R.Bankr.P

on this September 11, 2017 .

/s/ Veronica D. Brown-Moseley VSB
Veronica D. Brown-Moseley VSB 87348
Signature of attorney for debtor(s)

Ver. 09/17/09 [effective 12/01/09]

United States Bankruptcy Court
Eastern District of Virginia

In re **Sean Lydell Edwards**
Tara Taylor Edwards

Debtor(s)

Case No. **17-34467-KRH**
Chapter **13**

SPECIAL NOTICE TO SECURED CREDITOR

To: **Synchrony Bank; Margaret M. Keane, CEO/President**
170 West Election Road, Ste 125; Draper, UT 84020

Name of creditor

Living Room Set

Description of collateral

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Sean Lydell Edwards
Tara Taylor Edwards

Name(s) of debtor(s)

By: **/s/ Veronica D. Brown-Moseley VSB**
Veronica D. Brown-Moseley VSB 87348
Signature

- ☒ Debtor(s)' Attorney
☐ Pro se debtor

Veronica D. Brown-Moseley VSB 87348

Name of attorney for debtor(s)

P. O. Box 11588
Richmond, VA 23230

Address of attorney [or pro se debtor]

Tel. # **(804) 358-9900**

Fax # **(804) 358-8704**

CERTIFICATE OF SERVICE

I hereby certify that true copies of the foregoing Notice and attached Chapter 13 Plan and Related Motions were served upon the creditor noted above by

☐ first class mail in conformity with the requirements of Rule 7004(b), Fed.R.Bankr.P; or

☒ certified mail in conformity with the requirements of Rule 7004(h), Fed.R.Bankr.P

on this September 11, 2017 .

/s/ Veronica D. Brown-Moseley VSB
Veronica D. Brown-Moseley VSB 87348
Signature of attorney for debtor(s)

Ver. 09/17/09 [effective 12/01/09]

United States Bankruptcy Court
Eastern District of Virginia

In re **Sean Lydell Edwards**
Tara Taylor Edwards

Debtor(s)

Case No. **17-34467-KRH**
Chapter **13**

SPECIAL NOTICE TO SECURED CREDITOR

To: **United Consumers, Inc.; Benjamin A. Burrell, Reg. Agent**
14205 Telegraph Road, 2nd Floor; Woodbridge, VA 22192

Name of creditor

Kirby Vacuum

Description of collateral

1. The attached chapter 13 plan filed by the debtor(s) proposes (*check one*):

- ☒ To value your collateral. ***See Section 3 of the plan.*** Your lien will be limited to the value of the collateral, and any amount you are owed above the value of the collateral will be treated as an unsecured claim.
- ☐ To cancel or reduce a judgment lien or a non-purchase money, non-possessory security interest you hold. ***See Section 7 of the plan.*** All or a portion of the amount you are owed will be treated as an unsecured claim.

2. ***You should read the attached plan carefully for the details of how your claim is treated.*** The plan may be confirmed, and the proposed relief granted, unless you file and serve a written objection by the date specified and appear at the confirmation hearing. A copy of the objection must be served on the debtor(s), their attorney, and the chapter 13 trustee.

Date objection due: **No later than 7 days prior to 11/21/2017**

Date and time of confirmation hearing: **11/21/2017 at 11:10 AM**

Place of confirmation hearing: **701 E. Broad St., Room 5000, Richmond, VA**

Sean Lydell Edwards
Tara Taylor Edwards

Name(s) of debtor(s)

By: **/s/ Veronica D. Brown-Moseley VSB**
Veronica D. Brown-Moseley VSB 87348
Signature

- ☒ Debtor(s)' Attorney
☐ Pro se debtor

Veronica D. Brown-Moseley VSB 87348

Name of attorney for debtor(s)

P. O. Box 11588

Richmond, VA 23230

Address of attorney [or pro se debtor]

Tel. # **(804) 358-9900**

Fax # **(804) 358-8704**

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I hereby certify that true copies of the foregoing Notice and attached Chapter 13 Plan and Related Motions were served upon the creditor noted above by

☒ first class mail in conformity with the requirements of Rule 7004(b), Fed.R.Bankr.P; or

☐ certified mail in conformity with the requirements of Rule 7004(h), Fed.R.Bankr.P

on this September 11, 2017 .

/s/ Veronica D. Brown-Moseley VSB
Veronica D. Brown-Moseley VSB 87348
Signature of attorney for debtor(s)

Ver. 09/17/09 [effective 12/01/09]

Fill in this information to identify your case:

Debtor 1 Sean Lydell Edwards

Debtor 2 Tara Taylor Edwards
(Spouse, if filing)

United States Bankruptcy Court for the: EASTERN DISTRICT OF VIRGINIA

Case number 17-34467-KRH
(If known)

Check if this is:

- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 income as of the following date:

MM / DD / YYYY

Official Form 106I

Schedule I: Your Income

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Employment

		Debtor 1	Debtor 2 or non-filing spouse
1. Fill in your employment information. If you have more than one job, attach a separate page with information about additional employers. Include part-time, seasonal, or self-employed work. Occupation may include student or homemaker, if it applies.	Employment status	<input checked="" type="checkbox"/> Employed <input type="checkbox"/> Not employed	<input checked="" type="checkbox"/> Employed <input type="checkbox"/> Not employed
	Occupation	<u>Barber</u>	<u>Risk Operations Analyst</u>
	Employer's name	<u>Self-Employed</u>	<u>Citizens Bank</u>
	Employer's address		<u>PO Box 42028</u> <u>Providence, RI 02940</u>
	How long employed there?	<u>6/1/98</u>	<u>6/26/17</u>

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

	For Debtor 1	For Debtor 2 or non-filing spouse
2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	2. \$ <u>0.00</u>	\$ <u>3,333.20</u>
3. Estimate and list monthly overtime pay.	3. +\$ <u>0.00</u>	+\$ <u>0.00</u>
4. Calculate gross income. Add line 2 + line 3.	4. \$ <u>0.00</u>	\$ <u>3,333.20</u>

Debtor 1 **Sean Lydell Edwards**
Debtor 2 **Tara Taylor Edwards**

Case number (if known) **17-34467-KRH**

	For Debtor 1	For Debtor 2 or non-filing spouse	
Copy line 4 here	4. \$ 0.00	\$ 3,333.20	
5. List all payroll deductions:			
5a. Tax, Medicare, and Social Security deductions	5a. \$ 0.00	\$ 504.05	
5b. Mandatory contributions for retirement plans	5b. \$ 0.00	\$ 0.00	
5c. Voluntary contributions for retirement plans	5c. \$ 0.00	\$ 100.01	
5d. Required repayments of retirement fund loans	5d. \$ 0.00	\$ 0.00	
5e. Insurance	5e. \$ 0.00	\$ 462.58	
5f. Domestic support obligations	5f. \$ 0.00	\$ 0.00	
5g. Union dues	5g. \$ 0.00	\$ 0.00	
5h. Other deductions. Specify:	5h.+ \$ 0.00	+ \$ 0.00	
6. Add the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6. \$ 0.00	\$ 1,066.64	
7. Calculate total monthly take-home pay. Subtract line 6 from line 4.	7. \$ 0.00	\$ 2,266.56	
8. List all other income regularly received:			
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a. \$ 2,000.00	\$ 0.00	
8b. Interest and dividends	8b. \$ 0.00	\$ 0.00	
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c. \$ 0.00	\$ 0.00	
8d. Unemployment compensation	8d. \$ 0.00	\$ 0.00	
8e. Social Security	8e. \$ 0.00	\$ 0.00	
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify:	8f. \$ 0.00	\$ 0.00	
8g. Pension or retirement income	8g. \$ 0.00	\$ 0.00	
8h. Other monthly income. Specify: Federal and State Tax Refunds Amortized	8h.+ \$ 375.00	+ \$ 0.00	
9. Add all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9. \$ 2,375.00	\$ 0.00	
10. Calculate monthly income. Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10. \$ 2,375.00	+ \$ 2,266.56	= \$ 4,641.56
11. State all other regular contributions to the expenses that you list in Schedule J. Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J. Specify:			
		11. +\$ 0.00	
12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income. Write that amount on the <i>Summary of Schedules</i> and <i>Statistical Summary of Certain Liabilities and Related Data</i> , if it applies		12. \$ 4,641.56	Combined monthly income
13. Do you expect an increase or decrease within the year after you file this form?			
<input checked="" type="checkbox"/> No.			
<input type="checkbox"/> Yes. Explain: Debtor 1 anticipates an increase in business income due to the start of school at VCU, where his business is located.			

Fill in this information to identify your case:

Debtor 1 Sean Lydell Edwards

Debtor 2 Tara Taylor Edwards
(Spouse, if filing)

United States Bankruptcy Court for the: EASTERN DISTRICT OF VIRGINIA

Case number 17-34467-KRH
(If known)

Check if this is:

- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 expenses as of the following date:

MM / DD / YYYY

Official Form 106J

Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Your Household

1. Is this a joint case?

☐ No. Go to line 2.

☒ Yes. Does Debtor 2 live in a separate household?

☒ No

☐ Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household* of Debtor 2.

2. Do you have dependents? ☐ No

Do not list Debtor 1 and Debtor 2.

☒ Yes. Fill out this information for each dependent.....

Do not state the dependents names.

Dependent's relationship to Debtor 1 or Debtor 2

Dependent's age

Does dependent live with you?

Daughter

6

☐ No

☒ Yes

Son

13

☐ No

☒ Yes

☐ No

☐ Yes

☐ No

☐ Yes

3. Do your expenses include expenses of people other than yourself and your dependents? ☒ No ☐ Yes

Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

Your expenses

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.

4. \$ 1,695.67

If not included in line 4:

4a. Real estate taxes

4a. \$ 0.00

4b. Property, homeowner's, or renter's insurance

4b. \$ 0.00

4c. Home maintenance, repair, and upkeep expenses

4c. \$ 0.00

4d. Homeowner's association or condominium dues

4d. \$ 31.25

5. Additional mortgage payments for your residence, such as home equity loans

5. \$ 0.00

Debtor 1 **Sean Lydell Edwards**
Debtor 2 **Tara Taylor Edwards**

Case number (if known) **17-34467-KRH**

6. Utilities:								
6a. Electricity, heat, natural gas	6a. \$	150.00						
6b. Water, sewer, garbage collection	6b. \$	45.00						
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$	150.00						
6d. Other. Specify: _____	6d. \$	0.00						
7. Food and housekeeping supplies	7. \$	355.00						
8. Childcare and children's education costs	8. \$	0.00						
9. Clothing, laundry, and dry cleaning	9. \$	0.00						
10. Personal care products and services	10. \$	0.00						
11. Medical and dental expenses	11. \$	50.00						
12. Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.	12. \$	159.00						
13. Entertainment, clubs, recreation, newspapers, magazines, and books	13. \$	0.00						
14. Charitable contributions and religious donations	14. \$	0.00						
15. Insurance. Do not include insurance deducted from your pay or included in lines 4 or 20.								
15a. Life insurance	15a. \$	175.00						
15b. Health insurance	15b. \$	0.00						
15c. Vehicle insurance	15c. \$	261.06						
15d. Other insurance. Specify: _____	15d. \$	0.00						
16. Taxes. Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: Personal Property								
	16. \$	39.00						
17. Installment or lease payments:								
17a. Car payments for Vehicle 1	17a. \$	0.00						
17b. Car payments for Vehicle 2	17b. \$	0.00						
17c. Other. Specify: _____	17c. \$	0.00						
17d. Other. Specify: _____	17d. \$	0.00						
18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).								
	18. \$	0.00						
19. Other payments you make to support others who do not live with you.								
	\$	0.00						
Specify: _____								
20. Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.								
20a. Mortgages on other property	20a. \$	0.00						
20b. Real estate taxes	20b. \$	0.00						
20c. Property, homeowner's, or renter's insurance	20c. \$	0.00						
20d. Maintenance, repair, and upkeep expenses	20d. \$	0.00						
20e. Homeowner's association or condominium dues	20e. \$	0.00						
21. Other: Specify: _____	21. +\$	0.00						
22. Calculate your monthly expenses								
22a. Add lines 4 through 21.	<div style="border: 1px solid black; padding: 5px;"> <table border="0"> <tr> <td>\$</td> <td>3,110.98</td> </tr> <tr> <td>\$</td> <td></td> </tr> <tr> <td>\$</td> <td>3,110.98</td> </tr> </table> </div>		\$	3,110.98	\$		\$	3,110.98
\$			3,110.98					
\$								
\$	3,110.98							
22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2								
22c. Add line 22a and 22b. The result is your monthly expenses.								
23. Calculate your monthly net income.								
23a. Copy line 12 (<i>your combined monthly income</i>) from Schedule I.	23a. \$	4,641.56						
23b. Copy your monthly expenses from line 22c above.	23b. -\$	3,110.98						
23c. Subtract your monthly expenses from your monthly income. The result is your <i>monthly net income</i> .								
	23c. \$	1,530.58						
24. Do you expect an increase or decrease in your expenses within the year after you file this form? For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?								
<input checked="" type="checkbox"/> No.								
<input type="checkbox"/> Yes. 								

Office of the US Trustee
701 E. Broad Street
Room 4304
Richmond, VA 23219

Bon Secours Health System
1505 Marriottsville Road
Marriottsville, MD 21104

CALL Federal Credit Union
4605 Commerce Road
P.O. Box 26603
Richmond, VA 23261

Capital One
PO Box 71083
Charlotte, NC 28272-1083

CashNet USA
175 West Jackson
Suite 1000
Chicago, IL 60604

Chase
Attn: Bankruptcy Dept
201 N. Walnut Street
Wilmington, DE 19801

Chesterfield County-EMS
4325 Old Hundred Road
Richmond, VA 23235

CJW Medical Center
PO Box 13620
Richmond, VA 23225

Comenity Bank/JSSCLNDN
PO Box 182789
Columbus, OH 43218

Comenity Bank/LNBRYANT
P.O. Box 182789
Columbus, OH 43218-2789

Comenity Bank/Roamans
P.O. Box 182789
Columbus, OH 43218

Commonwealth Financial
120 N. Keyser Ave
Re: Richard Cottrell, DDS
Dickson City, PA 18519

Dong's Karate School
8109 West Broad Street
Richmond, VA 23294-4221

Equitable Acceptance
PO Box 27007
Minneapolis, MN 55427

Fed Loan Servicing
P.O. Box 69184
Harrisburg, PA 17106

Focus Recovery Solutions
Attn: Bankruptcy
9701 Metropolitan Court Ste B
Richmond, VA 23236

Independent Savings Plan Co.
1115 Gunn Hwy
Odessa, FL 33556

ISPC
1115 Gunn Highway
Odessa, FL 33556

Kirkland Financial
PO Box 970
Goodlettsville, TN 37070

MaxLend
PO Box 639
Parshall, ND 58770

Navy Federal Credit Union
P.O. Box 3000
Merrifield, VA 22119-3000

Nelnet Loan Services, Inc.
Re: Bankruptcy
P.O. Box 17460
Denver, CO 80217-0460

nhcash.com
169 South River Road, Suite 19
Bedford, NH 03110

Progressive
Re: Bankruptcy
P.O. Box 43258
Richmond Heights, OH 44143

Progressive Leasing
11629 S. 700 E.
Suite 100
Draper, UT 84020

QVC
Attn: Bankruptcy Department
Studio Park
West Chester, PA 19380-4362

Receivables Management
7206 Hull Street Rd, Ste 211
Richmond, VA 23235

Sprint
Attn: Bankruptcy Dept
12502 Sprint
Reston, VA 20196

Synchrony Bank
Recovery Management
25 SE 2nd Ave., Suite 1120
Miami, FL 33131

THD/CBNA
P.O. Box 6497
Sioux Falls, SD 57117

Toyota Financial Services
Re: Bankruptcy
PO Box 8026
Cedar Rapids, IA 52408-8026

United Consumer Financial Serv
Bass & Associates, P.C.
3936 E. Ft. Lowell Road St#200
Tucson, AZ 85712

Virginia Physicians for Women
PO Box 6829
Richmond, VA 23230-0829

William J. Ciszczon
865 Bassett Road
Westlake, OH 44145

YMCA Corporate Office
1801 Richmond Ave
Port Royal, SC 29935